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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
FIRST-CLASS PACKAGE SERVICE CONTRACT 55
(MC2016–148)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2016-185

USPS NOTICE OF AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 55 AND MOTION FOR TEMPORARY RELIEF

(February 28, 2020)

The Postal Service hereby provides notice that the terms of First-Class Package Service Contract 55, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to First-Class Package Service Contract 55 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review.

This amendment will not materially affect the cost coverage of First-Class

Package Service Contract 55. Therefore, the supporting financial documentation and
financial certification initially filed in this docket remain applicable. The Postal Service
hereby incorporates by reference the Application for Non-Public Treatment originally
filed in this docket, for the protection of the customer-identifying information that has
been filed under seal.

The Postal Service acknowledges that it is filing this amendment fewer than fifteen days prior to the contract's March 3rd expiration date, and that even if the Commission were to be able to approve this amendment on Monday, March 2nd, the amendment could not legally take effect until three days later, after the expiration date.

In accordance with the guidance set forth in Commission Order No. 4866,¹ the Postal Service moves for temporary relief to continue to list First-Class Package Service Contract 55 on the Mail Classification Schedule beyond the original expiration date, until the Commission completes its review of this amendment. Unexpected issues arose during the parties' negotiations on the successor agreement, including overseas travel by a key postal official responsible for this contract, as well as uncertainty regarding whether the parties would agree to extend the current contract, all of which resulted in the last minute pursuit of this amendment.² The Postal Service regrets the timing of today's amendment filing but submits that no party would be materially prejudiced by the granting of this motion.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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¹ Order No. 4866, Docket Nos. CP2017-253, CP2017-259, CP2017-306, and CP2018-4 (Oct. 30, 2018), at 4. ("The Postal Service may also file a motion for temporary relief requesting that the Commission continue to list a contract on the Mail Classification Schedule beyond its original expiration date.")

² The Postal Service also notes that, although the amendment was executed on February 26th, the amendment required additional post-execution internal review prior to final Governors approval. That is why it is being filed two days after the customer signed.

ATTACHMENT A

REDACTED AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 55

AMENDMENT #3 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE AND

REGARDING FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and "Customer") entered into a Shipping Services Contract, First-Class Package Service Contract 55/Docket No. CP2016-185 regarding First-Class Package Service on May 16, 2016.

WHEREAS, the Parties desire to amend the terms in Section III of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section III, in its entirety, as follows.]

III. Expiration Date and Termination

This Contract shall expire May 2, 2020, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

	UNITED STA Docusigned by: VICE Timothy Costello
	Signed by: 9AD5FB40E84B419
—ps	Printed Name: Timothy R. Costello
TP	Title: Vice President Sales
	Date:

